

L.P. GAS BULK STORAGE LEASE AGREEMENT

State of Georgia

County of _____

THIS AGREEMENT, made and entered into this ____ day of _____, 20____,
between _____ of _____, Georgia,
(Lessor) (Address)
a duly licensed dealer of Liquefied Petroleum Gas in the State of Georgia, hereinafter referred to as "lessor",
and _____, of _____ hereinafter
(Lessee) (Address)
referred to as "lessee",

WITNESSETH THAT,

WHEREAS, Lessor has a L.P. gas bulk storage plant, located at _____
(Address of Bulk Plant)
_____, Georgia, capable of containing a maximum of _____ water gallons of L.P. gas; and

WHEREAS, lessee is desirous of qualifying for a license as a L.P. Gas Dealer under the provisions of the Liquefied Petroleum Safety Act of Georgia of 1949, as amended (Chapter 10-1, Code of Georgia) and desires to lease storage facilities capable of containing 30, 000 water gallons of L.P. Gas; now therefore.

For and in consideration of the sum of one (\$1.00) dollar and other valuable considerations mutually agreed on, in hand paid, the receipt whereof is hereby acknowledged, lessor does hereby lease to lessee storage facilities at the bulk storage plant herein above referred to capable of containing 30,000 water gallons of L.P. Gas upon the following terms and conditions:

Lessee agrees to comply with all safety standards set forth in the Liquefied Petroleum Safety Act of Georgia, as amended the Rules and Regulations of the Georgia State Fire Marshal and the safety requirements of lessor, in the use of said bulk storage facilities.

Lessor agrees to maintain at all times a sufficient amount of L.P. Gas to insure adequate supply for customers of lessee, provided that neither party hereto will be responsible for any failure of performance of this agreement (other than to make payments as agreed upon) if prevented from doing so by acts of God, floods, fires, explosions or storms; transportation difficulties; strikes, lockouts or other industrial disturbances; wars or any government; exhaustion, reduction, or unavailability of liquefied petroleum gas at the source of supply from which deliveries are normally made hereunder, or exhaustion or unavailability or petroleum gas deliverable hereunder (regardless of whether or not such exhaustion, reduction, unavailability or delay is beyond such party's control, provided only that the same is not willfully done or brought about for the purpose of excusing

failure or omission to perform under this agreement); or any other cause or causes beyond its control whether similar or dissimilar to those stated above.

The storage facility, if it consists of more than one container, then no container shall be of size less than a 6,000 gallon capacity. The storage shall be and is within close proximity of the area serviced and is dedicated to the exclusive use of the lessee and has separate piping and loading and unloading facilities.

Lessor agrees that he will not lease or franchise other dealers in a number in excess of one dealer for each 30,000 water gallon capacity of his bulk storage plant.

This agreement shall run from ____ day of _____, 20____, to midnight of December 31, 20____, and may be cancelled by either party hereto upon 30 days notice in writing to the opposite party and only after 30 days written notice to the State Fire Marshal of intention to cancel.

Executed in triplicate,

this ____ day of _____, 20____

(Lessor)

WITNESS:

(Notary Public)

BY:

(Title)

WITNESS:

(Notary Public)

(Lessee)

BY:

(Title)